

**IN THE UNITED STATES DISTRICT COURT FOR  
THE EASTERN DISTRICT OF PENNSYLVANIA**

**CIVIL ACTION**

**No. 2022-cv-00688 ( JMY)**

REC'D MAR 31 2025

**AMERICAN ENVIRONMENTAL ENT**

**D/b/a The SafetyHouse.com**

**Plaintiff**

**VS.**

**Manfred Sternberg, Esquire**

**Sam Gross, CHG**

**GARY WEISS. Pro-Se**

**Dafna Zekaria, Esq.**

**Defendants**

**DEFENDANT GARY WEISS, PRO-SE, PRE TRIAL**  
**MEMORANDUM**

**THE TRUTH ABOUT PLAINTIFF'S COMPLAINT,  
IN ORDER TO DENY LIABILITY TO HIS LOSS  
OF MERCHANDISE, AND TRYING TO CLAIM  
FRAUD**

The dispute between TSH and Sam Gross, CHG, and all Defendants, is a commercial dispute, not a Fraud case as the Plaintiff The Safety House, Daniel Scully falsely claims. The Safety House claim "FRAUD" could not convince anybody, nor can THE SAFETY HOUSE put forward any facts to support IT'S COMPLAINT, not even after 2 1/2 years of discovery.

Daniel J. Scully, owner and Principal of The Safety House, in his deposition, testified under Oath that he had the Sale and Purchase Agreement, the SPA, more than 2 weeks before he decided to make a purchase, and read it more than 10 times !!.. before signing the SPA, The Sale and Purchase Agreement, and after he agreed for the terms of the

agreement ,he, Daniel J. Scully, sent a Bank wire of 2.1 Million Dollars, without an advice of a Lawyer, nor asked to change the terms of the agreement, SPA & SPO. Daniel Scully PAID the purchase price on January 21- 2022.

The Seller, Charlton Holding Group, Sam Gross, sent the Merchandise to The Safety House on February, 7- 2022, arrangements for shipping he asked it's Vendor, Gary Weiss, to ship the test Kits to it's customer THE SAFETY HOUSE, the shipment was picked up by the transport company, Available Movers, verified by 2 lawyers, Manfred Sternberg, Esq. & Daphna Zekaria, Esq. and Was Placed on the truck of the transport Company, AVAILABLE MOVERS & STORAGE on February 7- 2022, verified by the transport Company, with detailed number of of boxes containing the merchandise, and separately detailing the size of each of the boxes containing the merchandise.

The title and ownership of the merchandise by The Safety House, became effective on February 7- 2022, as per the SPA, the agreement between the "Seller", CHG, Sam Gross, and "Buyer" The Safety House. The Safety House failed to insure the merchandise at this point, and ensure the delivery of the merchandise, which he could pick up with his own fleet of trucks, the owner of the Safety House, Daniel J. Scully failed to secure the merchandise, his merchandise at that time

The SPA, the Agreement, the only agreement between buyer and seller, in paragraph 6, states " Title transfer shall happen contemporaneously with funds being released to seller", the funds were released to seller in 2 transaction, first one on February 1- 2022, directly to CHG's vendor Gary Weiss, direct payment of \$219,200.00, which represented 10% of the purchase price, purchase made by Sam Gross, CHG, Sam Gross agreed to buy 355,200 Covid test kits on January 24- 2022 from Weiss for \$2,121,200.00, total price, and the balance balance of \$1,911,960.00 was released, paid to Gary Weiss on February 7, 2022, payment made AFTER the transport company, Available Movers picked up the merchandise, verified by 2 lawyers, Manfred Sternberg Esquire and Daphna Zekaria, Esquire, and also by the transport company Available Movers & Storage.

Sam Gross agreed to give a refund to TSH on Feb 16- 2022, after The Safety House Cancelled the order and requested a refund, it's lawyer Manfred Sternberg failed to Refund the money, despite the fact that it still had over 2.3 Million Dollars of Sam Gross's Funds in his Escrow

account.

On February 23-2022, The Safety House filed a complaint in Pennsylvania Federal Court, claiming FRAUD by Defendants Charlton Holding Group & its Lawyer, Manfred Sternberg.

Despite the fact that the loss occurred at TSH's responsibility, Sam Gross attempted to make another delivery on March 29- 2022, giving up his profit and than some. TSH, Dan J. Scully refused to accept the merchandise.

Sam Gross agreed again in March of 2024 to give a refund to Plaintiff, TSH, however its lawyer Gary Lightman, Esq. found excuses not to agree on the terms of the refund.

Gary Weiss gave a full refund to Sam Gross, as of March 2022, verified by Emails and texts.

Manfred Sternberg Esq. introduced Gary Weiss as Third party defendant in November 2022 without Disclosing to the Court, the honorable Judge Younge, that Gary Weiss already gave a full refund to it's buyer Charlton Holding Group, which Manfred Sternberg, Esquire and it's client Sam Gross received already in March of 2022.

Gary Weiss already presented all documents evidencing all the facts above, and will be ready to do so in court again.

Gary Weiss is ready to demonstrate that The Safety House through its lawyer used perjury, during the Deposition of Daniel J. Scully and at his filings of Documents with the court, and during the deposition.

Gary Weiss is ready to demonstrate that Attorney Manfred Sternberg lied under oath, and through his written sworn testimony. Gary Weiss is ready to demonstrate that Attorney Manfred Sternberg, "Misappropriated" funds in his Escrow account that belonged to Sam Gross, CHG.

In Paragraph 9 of the Sale and Purchase agreement, Buyer Daniel J. Scully agreed that " Risk of loss shall transfer to buyer at the point the product is paid for by Buyer and the Seller is released of ALL loss Guarantees."

In Paragraph 11 of the Sale and Purchase agreement, Buyer Daniel J. Scully agreed that " Neither Buyer or Seller shall be liable to the other for ANY consequential damages, lost profits, cover costs, or punitive damages or exemplary damages arising out of or related to this agreement;"

In Paragraph 15 of the Sale and Purchase agreement, Buyer Daniel J. Scully agreed that " Buyer agrees to indemnify, defend, and hold harmless the seller, its agents, servants, employees, contractors, and affiliates ( the indemnified parties )from and against all damages and losses..."

The Evidence is clear, Weiss did not have any agreement with Defendant The Safety House or Attorney Manfred Sternberg, and shipped the merchandise to CHG customers, and even agreed to give a refund to CHG, and refund was given, and confirmed by CHG, Sam Gross and its lawyer Manfred Sternberg.

Plaintiff the Safety House and all other Defendants , and third party Defendants, had any contract with Gary Weiss, which Weiss Violated, nor are they claiming any proven damages Weiss caused them.

Defendant Weiss gave a FULL refund of all the monies it received in connection with this transaction of Covid Test Kits, Undisputed, the refund was confirmed by Defendants Charlton Holding Group and its Lawyer Manfred Sternberg Defendant, back in March of 2022 !

There was no Financial benefit to Weiss from this transaction between Plaintiff the " Buyer " and "Seller", Defendant Charlton Holding Group, Sam Gross.

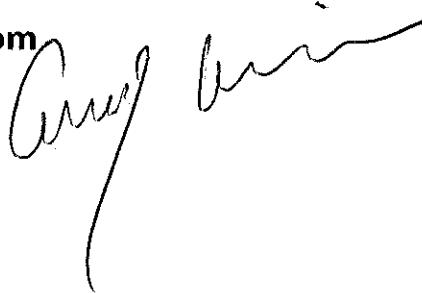
All supporting exhibits were filed through ECF, and can be referenced with Document 180, ECF, filed 07/12/2024, and document 203, ECF. Filed 10/16/2024.

GARY WEISS, PRO-SE,

April 01, 2025

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